

CA086621

**SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET**

Referred to Commission Committee Community Services

For Commission Action on June 2, 2008

RESOLUTION AMENDING THE FY 2008 OPERATING BUDGET FOR GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) IN THE AMOUNT OF \$45,229.00 TO PROVIDE SUBSTANCE ABUSE SERVICES FOR CHRONICALLY HOMELESS INDIVIDUALS. THIS ITEM REQUIRES EXPENDITURES OF U.S. HUD GRANT FUNDS IN THE AMOUNT OF \$45,229.00 AND SHELBY COUNTY MATCHING FUNDS OF \$14,358.00. SPONSORED BY COMMISSIONER GEORGE FLINN

CHECK ALL THAT APPLY BELOW:

☐ This Action does NOT require expenditure of funds.

☒ This Item requires/approves expenditure of funds as follows:

County General Funds: \$ 14,358.00 County CIP Funds: \$ _____

State Grant Funds: \$ _____ State Gas Tax Funds: \$ _____

Federal Grant Funds: \$ 45,229.00

Other funds (Specify source and amount): \$ _____

Other pass-thru funds (Specify source and amount): \$ _____

Originating Department: Division of Community Services

APPROVAL:

Dept. Head: _____
(Type your name & phone #.) (Initials) (Date)

Elected Official: _____
(Type your name & phone #.) (Initials) (Date)

Division Director: Dottie Jones 545-4274 _____
(Type your name & phone #.) (Initials) (Date) 05/20/08

CIP – A&F Director: _____
(Type your name & phone #.) (Initials) (Date)

Finance Dept. Mike Griffith 545-4269 _____
(Type your name & phone #.) (Initials) (Date) 5/21/08

County Attorney: _____
(Type your name & phone #.) (Initials) (Date)

CAO/Mayor: James F. Huntzicker 545-4514 _____
(Type your name & phone #.) (Initials) (Date) 5-22-08

SUMMARY

I. Description of Item

This resolution amends the FY 2008 operating budget for grant funds from the U. S. Department of Housing and Urban Development. Grant funds in the amount of \$135,686.00 have been awarded to provide substance abuse services for chronically homeless individuals. A prorated portion of the grant has been allocated in the proposed FY 2009 budget. It is necessary to amend the FY 2008 Operating Budget in the amount of \$45,229.00 to reflect the prorated portion of the grant to be spent in FY 2008.

II. Source and Amount of Funding

- A. This grant is a direct Federal Grant administered by the U.S. Department of Housing and Urban Development to provide supportive services for chronically homeless individuals.
- B. Shelby County Division of Community Services will receive \$135,686.00 in grant funds.
- C. Matching funds in the amount of \$43,075.00 (25% match of non-administrative monies) are required for this grant. Matching funds come from DUI funds.

III. Contract Items

- A. Grant agreement from the Department U.S. Department of Housing and Urban Development.
- B. Terms- See attached grant.

IV. Additional Information Relevant to the Approval of this Item

This is a continuation of previous grants used to evaluate homeless individuals for alcohol, drug or mental health problems when they are brought to the Detox Center. Those found in need of services are referred to appropriate service providers for assistance with those needs and in gaining permanent housing. Exhibit A outlines the expenditure of grant and County match funding for this project.

Item # _____

Prepared by Dottie Jones

Approved by [Signature]

RESOLUTION AMENDING THE FY 2008 OPERATING BUDGET FOR GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) IN THE AMOUNT OF \$45,229.00 TO PROVIDE SUBSTANCE ABUSE SERVICES FOR CHRONICALLY HOMELESS INDIVIDUALS. THIS ITEM REQUIRES EXPENDITURES OF U.S. HUD GRANT FUNDS IN THE AMOUNT OF \$45,229.00 AND SHELBY COUNTY MATCHING FUNDS OF \$14,358.00. SPONSORED BY COMMISSIONER GEORGE FLINN

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) awarded the Shelby County Government a grant in the amount of \$135,686.00 for out-patient assessment and treatment costs for alcohol and drug abuse services for chronically homeless individuals; and

WHEREAS, The budget period for this grant is March 1, 2008 through February 28, 2009; and

WHEREAS, It is necessary to amend the FY 2008 Operating Budget in the amount of \$45,229.00 to reflect the prorated portion of the grant to be spent in FY 2008.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the Shelby County Community Services Division is hereby authorized to expend U.S. HUD funds in the amount of \$45,229.00.

BE IT FURTHER RESOLVED, That the Shelby County FY 2008 Operating Budget is amended and approved per Exhibit A which is attached and incorporated herein by reference.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute any and all documents necessary to comply with the intent of this resolution.

BE IT FURTHER RESOLVED, That the County Mayor and Director of Administration and Finance be and are hereby authorized to issue their warrant or warrants to the extent of appropriations made in this resolution, pursuant to the terms and conditions of said grant, and to take proper credit in their accounting therefor.

SHELBY COUNTY GOVERNMENT

A C Wharton, Jr., County Mayor

Date: _____

ATTEST: _____
Clerk of County Commission

ADOPTED _____

EXHIBIT A
SHELBY COUNTY GOVERNMENT
BUDGET AMENDMENT
FY2008

ACCT NO	DESCRIPTION	CURRENT BUDGET	ADJUSTMENT	BUDGET AS AMENDED
<u>171-480401 HUD Detoxification Services Grant</u>				
4401	FEDERAL GRANTS	\$0	(\$45,229)	(\$45,229)
6637	OUTSIDE CONTRACTS	\$0	\$57,433	\$57,433
9601	TR/F GENERAL FUND	\$0	(\$14,358)	(\$14,358)
9802	TR/T TO GEN FUN-SALARIES	\$0	\$2,154	\$2,154
	Net Operations		<u>(\$0)</u>	
<u>013-201108 DUI Treatment Fines</u>				
4656	DUI Treatment Fees	(\$153,736)	(\$14,358)	(\$168,094)
9826	TR/T FED GRANT FUND	\$90,736	\$14,358	\$105,094
	Net Operations		<u>(\$0)</u>	
<u>010-480103 Community Services Grants Coordination</u>				
9627	TR/F FED GRANT FUND-SALAR	(\$13,610)	(\$2,154)	(\$15,764)
6637	Outside Contracts	\$13,610	\$2,154	\$15,764
	Net Operations		<u>\$0</u>	



U. S. Department of Housing and Urban Development

Knoxville Field Office, Region IV
John J. Duncan Federal Building
710 Locust Street, Suite 300
Knoxville, Tennessee 37902 - 2526

February 25, 2008

Ms. Dottie Jones
Director, Community Services
Shelby County Government
160 North Main, 8th Floor
Memphis, TN 38103

Dear Ms. Jones:

SUBJECT: Transmittal of Grant Agreement, Supportive Housing Program (SHP)
Project Number: TN37B701017, Project Identifier Number: TN53064

Congratulations on the final selection of the Shelby County Detoxification, Assessment and Triage Center for renewal grant funding under the Supportive Housing Program. All conditions attached to your award for this project have been met. This one-year award will continue to support your program previously funded by HUD in 2006, further contributing to our national effort to end homelessness.

Upon execution of the Renewal Grant Agreement by you and HUD, HUD will obligate the total funds for this project in the amount of \$135,686, allocated as follows:

- | | |
|----------------------------------|------------------|
| 1. Grant for Supportive Services | <u>\$129,225</u> |
| 2. Grant for Administration | <u>\$ 6,461</u> |

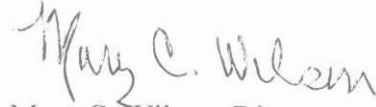
Enclosed are three signed copies of the Renewal Grant Agreement that constitutes the agreement between you and HUD. Please have Mayor Wharton execute all three copies, retain one copy for your records, and return the other two executed copies to this Office. Your new Voice Response Number for your renewal grant will be generated and sent to you under separate cover.

The following were provided to you and processed at the time of your most recent grant award: Grantee Financial Instructions, Direct Deposit Sign-up Form (SF-1199A), LOCCS Voice Response Security Access Authorization Form (HUD-27054), and SNAP's Request Voucher for Grant Payment (HUD-27053-A). If you need additional forms for any reason, please contact us.

No funds can be disbursed to you until the Renewal Grant Agreement is fully executed.

If you have any questions, please contact Judi Rose at (865) 545-4391. We look forward to working with you toward the successful continuation of your Supportive Housing Program project.

Very sincerely yours,

A handwritten signature in dark ink, appearing to read "Mary C. Wilson". The signature is fluid and cursive, with the first name "Mary" being more prominent.

Mary C. Wilson, Director
Office of Community Planning
and Development

Enclosures

2007 SUPPORTIVE HOUSING PROGRAM

RENEWAL GRANT AGREEMENT

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Shelby County Government, 160 North Main Street, 8th Floor, Memphis, Tennessee 38103, the Recipient, whose Tax ID number is 62-6000841 for Project Number TN37B701017/Project Identifier Number TN53064 to be located at 877 Jefferson, Memphis, Tennessee 38103.

The assistance which is the subject of this Grant Agreement is authorized by the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11381 (hereafter "the Act"). The term "grant" or "grant funds" means the assistance provided under this Agreement. This grant agreement will be governed by the Act, the Supportive Housing rule codified at 24 CFR 583, which is attached hereto and made a part hereof as Attachment A, and the Notice of Funding Availability (NOFA) that was published in two parts. The first part was the General Section of the NOFA, which was published January 18, 2007, at 72 FR 2396, and the second part was the Continuum of Care Homeless Assistance Programs NOFA Section of the NOFA, which was published March 13, 2007, at 72 FR 11742. The term "Application" means the original and renewal application submissions on the basis of which a Grant was approved by HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions. The Application is incorporated herein as part of this Agreement, however, in the event of conflict between the provisions of those documents and any provision contained herein, this Renewal Grant Agreement shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified below for the approved project described in the Application.

Although this agreement will become effective only upon the execution hereof by both parties, upon execution, the term of this agreement shall run from the end of the Recipient's final operating year under the original Grant Agreement or, if the original Grant Agreement was amended to extend its term, the term of this agreement shall run from the end of the extension of the original Grant Agreement term for a period of one year. Eligible costs, as defined by the Act and Attachment A, incurred between the end of Recipient's final operating year under the original Grant Agreement, or extension thereof, and the execution of this Renewal Grant Agreement may be paid with funds from the first operating year of this Renewal Grant.

HUD's total fund obligation for this project is \$135,686, allocated as follows:

1. Grant for Supportive Services \$129,225
2. Grant for Administration \$ 6,461

The Recipient must provide a 25 percent cash match for supportive services.

The Recipient agrees to comply with all requirements of this Grant Agreement and to accept responsibility for such compliance by any entities to which it makes grant funds available.

The Recipient agrees to participate in a local Homeless Management Information System (HMIS) when implemented.

The Recipient and project sponsor, if any, will not knowingly allow illegal activities in any unit assisted with grant funds.

HUD notifications to the Recipient shall be to the address of the Recipient as written above, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Grant Agreement. No right, benefit, or advantage of the Recipient hereunder be assigned without prior written approval of HUD.

For any project funded by this grant, which is also financed through the use of the Low Income Housing Tax Credit, the following applies:

HUD recognizes that the Recipient or the project sponsor will or has financed this project through the use of the Low-Income Housing Tax Credit. The Recipient or project sponsor shall be the general partner of a limited partnership formed for that purpose. If grant funds were used for acquisition, rehabilitation or construction, then, throughout a period of twenty years from the date of initial occupancy or the initial service provision, the Recipient or project sponsor shall continue as general partner and shall ensure that the project is operated in accordance with the requirements of this Grant Agreement, the applicable regulations and statutes. Further, the said limited partnership shall own the project site throughout that twenty-year period. If grant funds were not used for acquisition, rehabilitation or new construction, then the period shall not be twenty years, but shall be for the term of the grant agreement and any renewal thereof. Failure to comply with the terms of this paragraph shall constitute a default under the Grant Agreement.

A default shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, failure in the Recipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of Attachment A, noncompliance with the Act or Attachment A provisions, any other material breach of the Grant Agreement, or misrepresentations in the application submissions which, if known by HUD, would have resulted in this grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

- (a) direct the Recipient to submit progress schedules for completing approved activities; or

- (b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated; or
- (c) direct the Recipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions; or
- (d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity; or
- (e) reduce or recapture the grant; or
- (f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program; or
- (g) continue the grant with a substitute recipient of HUD's choosing; or
- (h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omission by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

For each operating year in which funding is received, the Recipient shall file annual certifications with HUD that the supportive housing has been provided in accordance with the requirements of the Grant Agreement.

This Grant Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, the Recipient shall not change recipients, location, services, or population to be served nor shift more than 10 percent of funds from one approved type of eligible activity to another, or make any other significant change, without the prior written approval of HUD.

SIGNATURES

This Grant Agreement is hereby executed as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By: Mary C. Wilson 2-25-08
Signature and Date

Mary C. Wilson

Director, Office of Community Planning and Development
Title

RECIPIENT

Name of Organization

By:

Authorized Signature and Date

Typed name of signatory

Title

Official Contact Person and Telephone No. and Fax No.